

EXHIBIT A

**AGREEMENT
BETWEEN KENYON & KENYON AND CHARLES R. BRAINARD**

THIS AGREEMENT, effective as of October 1, 2002, is made by and between the firm of KENYON & KENYON (herein "THE FIRM"), having its principal office and place of business at One Broadway, New York, New York 10004, and CHARLES R. BRAINARD (herein "BRAINARD", unless otherwise noted), residing at 46 Great Jones Street, 6th Floor, New York, New York 10012. THE FIRM and BRAINARD are jointly referred to in this Agreement as "The Parties."

WHEREAS, under the terms of the Continuing Firm Agreement effective October 1, 1996, BRAINARD will withdraw as an equity partner of THE FIRM effective October 1, 2003.

WHEREAS THE FIRM acknowledges that BRAINARD will withdraw as an equity partner of THE FIRM on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of their mutual undertakings set forth in this Agreement, the Parties agree as follows;

1. Withdrawal Date and Settlement of Accounts under Continuing Firm Agreement

(a). Effective September 30, 2003, pursuant to the Continuing Firm Agreement, BRAINARD will withdraw as an equity partner of THE FIRM. As consideration for the payment to BRAINARD by THE FIRM of the amounts stated in this Agreement, and as a complete settlement of all monies due to him under the Continuing Firm Agreement and any prior Firm Agreements, BRAINARD, to the extent it is consistent with this Agreement, hereby assigns to THE FIRM, effective October 1, 2003, all billing responsibility and client responsibility, as well as his entire right, title and interest in and to his percentage interest in the profits and losses and Assets and liabilities of THE FIRM, and of any predecessor Firm or Firms in which he has been

a member, as those profits and losses, and Assets and liabilities are defined in the Continuing Firm Agreement. THE FIRM hereby accepts said assignments.

(b). BRAINARD and THE FIRM acknowledge and agree that the term "Assets" shall include all BRAINARD's interest in THE FIRM, including his Capital Account consisting of the book value of the assets, library, furniture and fixtures (excluding any personal items), Accounts Receivable (which includes all fees and disbursements billed to clients of THE FIRM including any notes from clients in lieu of payment), contingency fees collected as of September 30, 2003, Client Inventory, work in progress, client origin and billing responsibility, future distributions, deposit accounts, marketable securities, cash on hand, profits of THE FIRM, good will (good will having a zero dollar value), and any and all items comprising The Partners' Capital and Memo Accounts, as defined in the Continuing Firm Agreement.

2. Payment to BRAINARD

(a). Payment will be made by THE FIRM to BRAINARD pursuant to the provisions of the Continuing Firm Agreement and this Agreement. THE FIRM shall pay to BRAINARD or his estate, in the manner described below, BRAINARD's entire interest in the Assets of THE FIRM as of September 30, 2003, including his Capital Account, Memo Account, contributed capital and all other sums, that are owed to BRAINARD as defined in paragraph 4 of the Continuing Firm Agreement. THE FIRM will pay to BRAINARD or his estate, the Capital Account and the Memo Account portion of the monies due him in equal installments of Capital and of Memo Account monies, until the Capital is paid, bi-monthly over a period of five (5) years, beginning on or about October 15, 2003, until the full amount is paid, in the manner and subject to the limitations and possible modifications contained in the Continuing Firm Agreement.

(b). It is understood and agreed by The Parties that:

BRAINARD and THE FIRM acknowledge and agree that BRAINARD's interest in the Assets of THE FIRM, including his contributed capital component of The Partners' Capital Account, as defined in the Continuing Firm Agreement, and the value of his Memo Account, as reflected in the Continuing Firm Agreement will be calculated by THE FIRM as of September 30, 2003 for the purpose of determining the value of his interest in the Assets of THE FIRM.

Said calculations will be done as soon as is practical after September 30, 2003 and will become part of this Agreement. Said calculations will be accepted by BRAINARD subject to the receipt by BRAINARD of a statement of BRAINARD's interest in the Assets of THE FIRM as of September 30, 2003 by Price-Waterhouse (or any successor accounting firm retained by THE FIRM) confirming such calculations. A full and complete copy of such statement shall be delivered to BRAINARD by THE FIRM upon receipt of THE FIRM.

As part of this Agreement, THE FIRM and BRAINARD agree that his percentage income interest for THE FIRM's fiscal year from October 1, 2002 to September 30, 2003 shall be set by the Percentage Committee at 3.0%.

3. Releases

Subject to the terms and conditions set forth in this Agreement, and in consideration of entering into this Agreement, THE FIRM releases BRAINARD and his estate and BRAINARD and his estate release THE FIRM and any of its predecessor firms from all obligations owed by one to the other of any kind or nature except for those relating to breaches of the Continuing Firm Agreement or any prior firm Agreements, breaches of this Agreement and any claims of malpractice against any firm of which BRAINARD was a member.

4. Confidentiality

It is expressly agreed by BRAINARD that this Agreement, and the terms and conditions of this Agreement, will be maintained in confidence and not be disclosed to anyone except to any tax or legal advisor or in response to any administrative, judicial, or governmental authority or a written consent for disclosure by BRAINARD from KENYON & KENYON.

AGREED TO AND ACCEPTED BY:

KENYON & KENYON

By:

Robert Rbi
Partner

Date:

9/5/03

CHARLES R. BRAINARD

Charles R. Brainard

Date:

9/5/03